

REBUTTAL IN STATE HIGHWAY CASE

(Continued from page 3.)

GOBLE SECTION, MILES 30.8 TO 38.4 (INCLUSIVE) STATION 1625 x10 TO 182x07.5.

Clearing light, acres	20.1	50.00	1305.00	12.4	620.00	10.75	536.50
Clearing heavy, acres	4.3	125.00	537.50	25.5	3187.50	10.26	1282.50
Grubbing, sq. rods	1620.	1.25	2025.00	988.	1235.00	1162.	1452.50
Loose rock, cubic yds.	23000.	.42 1/2	9775.00	13544.	5756.20	3982.	1692.35
Soft rock, cubic yds.	2000.	.50	1000.00	8107.	4053.50	4589.	2294.50
Hard rock, cubic yds.	42825.	.85	36401.25	9093.	7729.05	50896.	43261.60
Hardpan, cubic yds.	4500.	.40	2200.00	21497.	8598.80	16298.	6519.20
Earth excavation, cubic yds.	84792.	.25	21198.00	32061.	5515.25	115.	28.75
Embankment, cubic yds.	13800.	.25	3450.00			5700.	1425.00
Overhaul	112000.	.02	2240.00	69.	1.38	125271.	2505.42
Pipe culvert, 12 in. lineal ft.	406.	.65	262.90	284.	184.00	648.	421.20
Pipe culvert, 18 in. lineal ft.		1.20		162.	194.40	162.	182.40
Pipe culvert, 24 in. lineal ft.	596.		1192.00	216.	432.00	296.	592.00
Reinforced culvert, 18 in.		2.15		12.	25.80	4.	860.
Reinforced culvert, 36 in.	168.	3.80	638.40			86.	326.80
Vitrified pipe, 12 in.		.60		150.	90.00	-150.	-90.00
RUBBLE MASONRY (Dry Walls)							
1 to 6 ft. high, sq. yds.	1000.	1.50	1500.00	171.	256.50	687.	1018.50
6 to 12 ft. high, sq. yds.	1250.	2.00	2500.00	79.	158.00	571.	1142.00
12 to 18 ft. high, sq. yds.	2000.	2.50	5000.00	92.	230.00	333.	832.50
18 to 24 ft. high, sq. yds.	2000.	2.75	5500.00	3.	8.25	122.	335.50
24 to 30 ft. high, sq. yds.	1000.	3.00	3000.00			40.	120.00
30 to 36 ft. high, sq. yds.	500.	3.60	1800.00				
Concrete, Class C, cubic yds.	40.	11.00	440.00				
Hard rock borrow		1.00				400.	400.00
			\$101966.05		\$38275.63		\$65887.52

State of Oregon, ss.
County of Columbia.

I, A. F. Barnett, County Clerk in and for the above named County and State, do hereby certify, that I have compared the foregoing quantities and classifications of materials, under the head of Specifications of Highway Engineer, as filed in the office of County Clerk, with the Specifications on file in my office, and that the same is a true and correct copy of said quantities, as the same appear on file in my office, and in my care and custody. A. F. BARNETT, County Clerk.

SUMMARY.

Marshland Section	72,477.25	59,877.02	32,945.88
Inglis Section	48,411.50	38,865.12	9,776.33
Beaver V. Section	27,016.75	20,389.78	6,661.66
Rainier Section	35,879.75	40,753.60	65,391.55
Goble Section	191,266.05	38,426.23	65,886.13

\$20,751.30 218,311.75 182,661.77

Amount of work done to October 31, 1914 \$218,311.75
Cost to complete 182,661.77

Total \$401,973.52

Cost as per contract price 280,751.30

\$121,222.22

A little difference of only \$121,222.22 is probably insignificant on a work of this magnitude, as long as the money is to come out of the pockets of the taxpayers, instead of the pocket of the Highway Engineer.

The published report shows that to October 31, 1914, there had been earned the sum of \$218,311.75, while the estimate of October 31, 1914, approved by L. Griswold, Assistant Highway Engineer, and H. L. Bowby, State Highway Engineer, to the County Court and on file in the office of the County Clerk shows that \$219,677.58 had been earned by the Contract Company, a difference between the published report and the records, of only a little over \$1,366.00.

On page 129 of said report Mr. L. Griswold, Assistant Highway Engineer states "The Oregon State Highway Commission had by resolution adopted on November 3, agreed to refund to the county the cost of making the survey, provided the county should adopt the survey as the line to be constructed and could provide money for the construction of the highway as located, and under the supervision of the State Highway Commission."

The files in the office of the County Clerk in regard to said resolution are as follows: Salem Ore., Oct. 2, 1913. "It is the intention of the State Highway Commission to reimburse Columbia County for the cost of the preliminary surveys made under the direct supervision of the State Highway Engineer, in case a bond issue is voted to construct such a system of highways, and that all expenditures made in connection with these surveys must receive the approval of the State Highway Engineer, such reimbursement to be made during the year 1914."

The bond issue was voted, and the County has paid out on bills approved by the State Highway Engineer, the sum of \$25,862.03, no part of which has been repaid to the county by the State Highway Commission, except the sum of \$7,236.27 paid July 22nd, 1914, leaving a balance now due of the sum of \$18,625.76.

The Report on page 129 states the survey was started October 17, 1913, by a locating party in charge of Mr. Orrin Backus, the Pay Rolls for October on file in the office of the County Clerk show that Mr. Backus commenced work October 8th, and that his party consisting of nine men commenced on October 13th, 1913, that Mr. Griswold's bill for services to Columbia County for October, was \$112.90, and that his expense account was for expenses from October 4, to October 29th, \$22.30.

On page 131 of said report, Mr. Griswold states: "Before deciding upon either route, however, I took the matter up with the County Judge, pointing out to him the advantages to be derived from locating the highway on one side of the track. The Judge agreed with me, and stated that in his opinion the road so located would satisfy the requirements, that it pass through St. Helens, as the Town of Houlton had been annexed to, and was a part of St. Helens."

The facts are, when the Court first heard that a line was being run on the west side of the track from the Meeker crossing south, Mr. Griswold was asked about it, and he stated that the line was being run while they had a crew in the field, so that the data might be obtained as the State might want it some time in the future, but assured the Court and other parties that the line would be located on the east side of the track, and at no time until after the contract had been let for the construction of that part of the line from Tide Creek to Clatsop County line did Mr. Griswold or Mr. Bowby intimate to the Court that there was any intention of locating the line on the west side of the track, but to the contrary always conveyed the idea to the Court that it would follow the old road and on the east side, as petitioned for.

A line had been run on Hemlock street crossing the railroad track near the Meeker crossing. I asked Mr. Griswold if he would not run the line on Winter street through Columbia City to the underground crossing; by so doing we could use the old road from the underground crossing to Columbia City, which he promised he would do. Some few days after, I met Mr. Elliott and in the presence of Mr. L. G. Titus asked him if Mr. Griswold had told him to run out the line on Winter street. He said no. I replied that it was queer, for Mr. Griswold had promised to do so, and that I would take the matter up with him. Mr. Elliott replied that if Mr. Griswold had promised to have it done that he would do it. Mr. Titus suggested to him that he had better take the matter up with Mr. Griswold first.

On April 21st, Mr. Bowby and Mr. Griswold met with the County Court and had brought the profile and map of the line from Clatsop County line to Tide Creek only. The Court told him that it was very much disappointed as they expected the maps and profiles of the whole line to the Multnomah County line. They explained that they had been working hard to get this much out and thought that we might advertise this at once, and that they would have the balance of the line ready to advertise in a week or so. With this understanding bids were called for. Upon computing the bids submitted, it was found that the lowest bidder, the Consolidated Contract Company's bid, amounted to \$280,751.30. The Court informed the Engineers that they could not sign a contract for that was for more money than was available for that section. Mr. Bowby remarked: "We would have to cut the garment to fit the cloth," and that the Engineers had the right to cut out any portion they might deem necessary. It was then agreed to cut out a piece at Goble estimated to cost \$20,000.00 and a piece at Rainier, estimated to cost \$40,000.00 and to use a portion of the road from Delena to

Rainier, and by making some changes in the location the yardage could be reduced, which would leave the cost of the work \$220,751.30, less the amount of yardage to be saved by some changes. Then the contract was signed. About the first work started by the Engineers was the clearing on that part of the Goble section that was to be cut out. Mr. Griswold's attention was immediately called to it. He replied the Court could cut it all out if they wanted to. Rumors were at once started that the Highway Engineers were going to withdraw from the supervision of the work in this county, for the reason that the County Court was interfering with their work, and that if they did refuse to supervise the work, the taxpayers would suffer a loss of about \$54,000.00. On the 8th day of June, 1914, Mr. Griswold met with the members of the County Court and the matter was fully discussed and it was finally agreed between Mr. Griswold and all members of the Court, that the Court would accept the survey on the west side of the track with some changes that were to be made in Houlton, but that there was to be no work done upon it, that Mr. Griswold would recommend to the Court the improving of the old road from Tide Creek to the Multnomah County line, over the survey made by the State Highway Engineer through Columbia City, St. Helens and Warren, but that it not be made up to the standard specifications, with that part of tax money under the control of the Court, to wit: \$55,000.00, and the entire bond issue of \$260,000.00 would be used between Tide Creek and Clatsop County line. This agreement was so stated at three Clatskanie meeting on the night of June 9.

Later reports were circulated that the \$260,000.00 would not complete the line between Tide Creek and Clatsop County, so a delegation called upon the County Court and informed it they wanted the \$55,000.00 turned over to the Highway Engineer, and stated that the Court was probably aware that recall petitions were being circulated, but not intending to use that as a threat in any manner, but that if this \$55,000.00 be turned over into the hands of the State Highway Engineer, "we believe those recall petitions can be stopped." As there was about 16 miles of road to the South line of the county that was not receiving one cent from the entire bond issue, the Court thought that it would be an injustice to the taxpayers of the south end of the county to do so, therefore refused to comply with the demand, and the whole county Court together with the District Attorney, who had dared to question some of the proceedings of the State Highway Engineer, were recalled.

In regard to securing the right-of-way the Court was informed by Mr. Bowby at different times that the Court need not worry about them, that he would see they were all secured, and in May informed not only the Court, but said in the presence of many others, that the right-of-way had all been obtained, except two or three pieces which did not amount to anything, as there would only be a nominal damage of \$1.00. The right-of-way man, Mr. Richmond secured some deeds for rights-of-way for the county, we are informed, but on February 1, 1915, no deeds had been turned over to the county showing any right-of-way obtained by Mr. Richmond. Later the contractors were being held up on account of not having the right-of-way, and condemnation proceedings had to be commenced and about 80 pieces condemned. After hearing the testimony of the claimants the Court inspected the property in controversy and awarded such damages as in their judgment the parties were entitled to, and no more.

On the contracts let on the Nehalem work under the specifications furnished by the State Highway Engineer on the lower Nehalem the contract amounted to \$13,900.34. The work done cost \$16,688.41; on the Upper Nehalem contract to E. A. Gessell, the contract price according to specifications of the State Highway Engineer, amounted to \$3,796.64. The work reported done cost \$4,774.66. Both these amounts without the cost of engineering. The cost of the located line from the Clatsop County line to Tide Creek was \$3,126.02, the cost of engineering on the construction of this last piece to October 31, 1914, was \$23,882.39 for supervising the expenditures of \$219,677.58, as per the records on file in the office of County Clerk, which is more than 10 per cent on the construction alone.

On page 171 of said Report, on the Milton Creek bridge, it states that said bridge rests upon concrete abutments WITH WING WALLS 10 FEET HIGH, was founded upon solid rock. The facts are, there are no wing walls on this bridge at all.

Nehalem Bridges A 1—according to the published report shows that the price complete, is \$6,107.00. On page 172 "Price, complete, for the three structures \$13,482.00," making a total cost of the four bridges, according to the State Highway Engineers report the sum of \$19,596.00, while the facts in regard to the cost of the four bridges as per the records on file in the office of the County Clerk, is the sum of \$26,596, only a small difference of \$7,000.00.

Mr. Griswold told all members of the Court, that soon after the survey was stated he found that the locating engineer on the Columbia Highway was not a competent man for the position, that he (Mr. Griswold) had let him go and had a man to take his place, but that an appeal was made to Mr. Bowby who reinstated the man in the same position; this man was retained on the survey until after it was completed, then he was let go. If Mr. Griswold is the competent and reliable man that Mr. Bowby claims he is, why was an incompetent man continued to work on the work by Mr. Bowby until it was completed and then let go.

Instead of leaving what little good roads we did have, and connecting up the other roads with them, the Engineers have torn up the good road, our money is all spent and we have no road that can be traveled on the Columbia Highway section between Tide Creek and the Clatsop County line.

The foregoing figures and statement of facts have been compiled by W. A. Harris, former County Judge, John Farr and Louis Fluhrer, former County Commissioners, so that the people of Columbia County and the voters of the State of Oregon, may know the true state of facts and conditions in regard to the construction of the Columbia Highway in Columbia County under the supervision of the State Highway Engineer.

Respectfully submitted,

Dated at St. Helens, Oregon, February 8th, 1915.

SUMMONS.

In the Circuit Court of the State of Oregon for Columbia County.
Amelia Duncan, Plaintiff, vs. Dela B. Howard, Defendant.
To Dela B. Howard, Defendant.
IN THE NAME OF THE STATE OF OREGON.

You are hereby required to appear and answer the complaint of the plaintiff filed against you in the above entitled suit on or before the 1st day of April, 1915, and if you fail to so appear and answer, for want thereof the plaintiff will apply to the court for the relief prayed for in her complaint, herein, to wit:

For a decree and judgment against you for the sum of five hundred dollars (\$500.00) with interest thereon at eight per cent per annum from the 1st day of October, 1912, until paid; for the further sum of six hundred dollars (\$600.00) with interest thereon at eight per cent per annum from the 19th day of November, 1912, until paid; for the further sum of one hundred ten dollars (\$110.00), attorney's fees this suit, and for the costs and disbursements in this suit; that the mortgages dated April 1st, 1910, and May 19th, 1910, executed by Dela B. Howard, covering the following described real property in Columbia County, State of Oregon, to wit: The south half (1/2) of the southeast quarter (1/4) and the south half (1/2) of the southwest quarter (1/4) of section eleven (11), in Township Four (4) North of Range Five (5) West of the Willamette Meridian, Columbia County, State of Oregon,—be foreclosed, and that said real property be sold in the manner provided by law to satisfy said sums of money, and that you, and each of you, and all persons claiming by, through or under you, be forever barred and foreclosed of all right, title or interest in and to said property, and for such other and further relief as to the court may seem meet and equitable.

This summons served upon you by publication by order of the Honorable J. A. Eakin, Judge of the above entitled court, made and entered on the 5th day of February, 1915, directing such publication in the St. Helens Mist, once each week for six successive weeks.

The first publication is of date the 12th day of February, 1915, and the last of the 26th of March, 1915. FLEGEL, REYNOLDS & FLEGEL, Attorneys for Plaintiff.

402 Failing Building, Portland Oregon.

Address Bank Building, St. Helens Oregon.

scribed property as the appears of record, and each of the other persons above named hereby further notified that Geo. H. Shinn, who has filed his complaint in the above entitled Court for foreclosure of said certificate of delinquency No. 90, will apply to the Circuit Court of the County and State aforesaid for a decree foreclosing the lien against the property above described, and mentioned in said certificate. And you are hereby summoned to appear within sixty days after the date of the first publication of this summons exclusive of the day of said first publication, and defend this action or pay the amount due above shown together with costs accrued interest, and in case of failure to do so, a decree will be entered foreclosing the lien of said taxes and costs against the land and premises above named.

This summons is published by order of the Honorable J. A. Eakin, Judge of the Circuit Court of the State of Oregon, for the County of Columbia, and said order was made and dated the 23rd day of December, 1914, and the date of the first publication of this summons is the 12th day of December, 1914.

All process and papers in this proceeding may be served upon the defendant residing within the State of Oregon, at the address hereinafter mentioned.

J. W. DAY, Attorney for the Plaintiff.
Address Bank Building, St. Helens Oregon.

SUMMONS.

In the Circuit Court of the State of Oregon for the County of Columbia.

Katherine M. Livingston, plaintiff, vs. Calvin Andrew Livingston, defendant.

Calvin Andrew Livingston, the above named defendant; In the name of the state of Oregon, you are hereby required to appear and answer the complaint filed against you in the above entitled court, on or before the 20th day of January, 1915, which is six weeks after the 8th day of January, 1915, the date ordered for the first publication of this summons, and if you fail to so appear and answer, the plaintiff will apply for the relief prayed for in his complaint, to wit: For a decree dissolving the marriage contract heretofore and now existing between the plaintiff and the defendant herein and restoring to plaintiff her maiden name of Katherine M. Schmidt, and her costs and disbursements incurred in the suit.

This summons is published by order of the Hon. J. A. Eakin, Judge of the above entitled court, made and entered on the 5th day of January, 1915.

DAN E. POWELL, Attorney for Plaintiff.
913 Lewis Building, Portland, Ore.
1st Pub. January 8, 1915.
Last Pub. February 19th, 1915.

NOTICE OF SHERIFF'S SALE.

By virtue of an execution duly issued by the Clerk of the Circuit Court of the County of Columbia, State of Oregon, dated the 4th day of February, 1915, in a certain action in the Circuit Court for said County and State, wherein Frank Schmitt & Co., a corporation, plaintiff, recovered judgment against W. E. Guild for the sum of Eighty-nine and 50-100 Dollars, of the 6th day of August, 1914.

Notice is hereby given that on the 13th day of March, 1915, at the front door of the Court House of the City of St. Helens, in said County, at 10:00 o'clock in the forenoon of said day, sell at public auction the highest bidder, for cash, the following described property, to wit:

Lots numbered 6 and 17, in Block numbered 30, of the City of St. Helens, Columbia County, Oregon.

Taken and levied upon as the property of the said W. E. Guild, as much thereof as may be necessary to satisfy the said judgment in favor of Frank Schmitt & Co., a corporation, against said W. E. Guild, with interest thereon, together with all costs and disbursements that have or may accrue.

E. C. STANWOOD, Sheriff.
Dated at St. Helens, Oregon, February 8th, 1915.

First publication, February 12, 1915.

Last publication, March 12, 1915.

TAXPAYERS MEETING.

The Columbia County Taxpayers will hold a meeting at the Court House in St. Helens on Tuesday, February 9, at 2 o'clock in the afternoon. All members of the league are earnestly requested to be present and all taxpayers in the county who are not members are urged to attend and become members. Important business matters will be discussed.

F. C. CAPLES, Sec.

Dr. Stone's Heave Drops cure

heaves. Price \$1; for sale by druggists.

Said Charles Coleman, as the owner of the legal title of the above de-